

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JM HUNTINGTON MOTORS, LLC,
doing business as
HUNTINGTON FORD LINCOLN,

Plaintiff,

-against-

ADOPTION ORDER
20-CV-1282 (JS) (ST)

EDUARD KAVALERCHIK,

Defendant.

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APPEARANCES

For Plaintiff: Matthew A. Brown, Esq.
Robert F. Milman, Esq.
Milman Labuda Law Group PLLC
3000 Marcus Avenue, Suite 3W8
New Hyde Park, New York 11042

For Defendant: No appearances

SEYBERT, District Judge:

Plaintiff JM Huntington Motors, LLC, doing business as
Huntington Ford Lincoln ("Plaintiff"), commenced this action
against defendant Eduard Kavalерchik ("Defendant"), asserting
claims under the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C.
§ 1030 et seq., and New York state law. (See Compl., ECF No. 1.)
Defendant failed to answer or otherwise response to the Complaint,
and on May 29, 2020, Plaintiff filed a motion for a default
judgment against Defendant. (Mot., ECF No. 10.) On June 1, 2020,
this Court referred the motion to Magistrate Judge Steven Tiscione
for a report and recommendation. (June 1, 2020 Elec. Order.)

On February 19, 2021, Judge Tiscione issued a Report and Recommendation ("R&R") recommending that the Court grant in part and deny in part Plaintiff's motion. (See generally R&R, ECF No. 14.) Specifically, Judge Tiscione recommended that the Court grant the motion with respect to Plaintiff's breach of contract claim (id. at 6-7) and deny the motion with respect to Plaintiff's CFAA, quasi-contract, and conversion claims (id. at 5-6, 7-10). Judge Tiscione also recommended that the Court award Plaintiff: (1) \$13,257.00 in compensatory damages; (2) \$569.95 in litigation costs; (3) pre-judgment interest accruing at a rate of \$3.29 per day from August 20, 2019 until the date judgment is entered; and (4) post-Judgment interest calculated pursuant to 28 U.S.C. § 1961. (Id. at 11-12.) On February 19, 2021, Plaintiff served the R&R to Defendant at his last known addresses. (Aff. Serv., ECF No. 15.)

The time to object has expired and no objections to the R&R have been filed. Upon careful review and consideration, the Court finds Judge Tiscione's R&R to be comprehensive, well-reasoned, and free of clear error. Accordingly, the Court ADOPTS the R&R (ECF No. 14) in its entirety and Plaintiff's motion for a default judgment (ECF No. 10) is GRANTED as to the breach of contract claim and DENIED as to the CFAA, quasi-contract, and conversion claims. Plaintiff is awarded (1) \$13,257.00 in compensatory damages; (2) \$569.95 in litigation costs; (3) pre-

judgment interest accruing at a rate of \$3.29 per day from August 20, 2019 until the date judgment is entered; and (4) post-Judgment interest calculated pursuant to 28 U.S.C. § 1961.

The Clerk of the Court is respectfully directed to enter judgment accordingly and mark this case CLOSED.

SO ORDERED.

/s/ JOANNA SEYBERT
Joanna Seybert, U.S.D.J.

Dated: March 16, 2021
Central Islip, New York